

## INVITATION TO BID

# BID NAME AND NUMBER: PERKINS BILLING SERVICES BER2409

BID OPENING TIME AND DATE: NOVEMBER 5, 2014 @ 2:00PM

BUYER: ELAINE T RAMOND eramond@uno.edu

# **RETURN ALL BIDS TO THE FOLLOWING ADDRESS:**

Purchasing Office
Mathematics Building, Room 347
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6214

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# PART I ADMINISTRATIVE AND GENERAL INFORMATION

## **Background**

The University of New Orleans (hereinafter referred to as the "University" or "UNO") is an urban research University in the State of Louisiana, categorized as an SREB Four Year 2 Institution, as a Carnegie Doctoral/Research University – Intensive, and as a COC/SACS Level VI Institution. Established in 1958, UNO is a member of the University of Louisiana System offering degrees through five (5) undergraduate colleges and a graduate school.

UNO serves approximately 10,000 students by offering more than 100 degree programs. Enrollment comes from nearly every state in the U.S. and over 85 foreign countries.

## **Scope of Services**

The University of New Orleans is soliciting bids to partner with a qualified vendor for provision of billing services and "due diligence" collection efforts up to 240 days delinquency for Federal Perkins Loan/National Direct Student Loan (NDSL) accounts.

#### **Definitions**

<u>Bidder</u> – Any person or organization that submits a bid to BDB2409

Contractor – Any person having a contract with a governmental body

ITB – The University's official Invitation to Bid BDB2409 for Perkins Billing Services

May – The term "may" denotes an advisory or permissible action

<u>Must</u> – The term "must" denotes mandatory requirements

<u>Shall</u> – The term "shall" denotes mandatory requirements

Should - The term "should" denotes a desirable action

State - The State of Louisiana

<u>University</u> – The University of New Orleans

<u>Will</u> – The term "will" denotes mandatory requirements

#### **Bid Submittal**

The ITB is available in electronic form at the LaPac website <a href="http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp">http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp</a>. It is also available in PDF format or in printed form by submitting a written request to Elaine Ramond at <a href="mailto:eramond@uno.edu">eramond@uno.edu</a>.

It is the bidder's responsibility to check the Office of State Purchasing LaPac website frequently for any possible addenda that may be issued. The University is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

Bid prices are to be typewritten or in ink. BIDS MUST BE SIGNED IN INK.

Bids may be mailed or delivered by hand. Each bid should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bid. The same information should be affixed to any additional materials sent as a part of the bid submission.

Bids must be delivered to the Purchasing Office, 2000 Lakeshore Drive, Math Building, Room 347, New Orleans, LA, 70148, not later that the time and date as shown on the cover sheet. The University reserves the right to reject any or all bids and to waive informalities.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The University is not responsible for any delays caused by the bidder's chosen means of bid delivery.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time will result in rejection of the bid.

## **Number of Response Copies**

Each Bidder should submit one (1) signed original response (clearly labeled as original) and one (1) additional copy of the bid.

# Legibility/Clarity

Each Bidder is solely responsible for the accuracy and completeness of its proposal. Errors and omissions may be grounds for rejection, or may be interpreted in favor of the University.

The University of New Orleans reserves the right to reject any and all bids and to waive any informalities.

#### Addenda

The University may modify the ITB, prior to the date fixed for submission of the bids, by issuance of an addendum to all parties who have formally requested a copy of the ITB. Any supplemental instructions or interpretations of the meaning of the ITB will be made in the form of a written addendum to the ITB which, if issued, will be e-mailed to the prospective bidders no less than three (3) working days prior to the advertised time for opening of bids, excluding Saturdays, Sundays and any other legal holidays. If the necessity arises to issue an addendum within the three (3) working day period, then opening of bids shall be extended exactly one week. All addenda will additionally be electronically posted on the Louisiana Procurement and Contract Network

(http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm).

## **Bidder Inquiries**

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any UNO employee. Only those transactions which are in writing, signed by Heather Cassell (or a representative of the Purchasing Office) may be considered as valid. Likewise, the University shall only consider communications from bidders which are signed and in writing.

Inquiries related to this bid shall be submitted in writing by mail or email to:

University of New Orleans
Elaine Ramond, Coordinator for Customer & Administrative Services
Math Building, Room 341
New Orleans, Louisiana 70148
<a href="mailto:eramond@uno.edu">eramond@uno.edu</a>

The deadline for receipt of written inquiries is 4:00pm, October 28, 2014 and response will be posted, or e-mailed to all institutions who have requested a copy of this bid.

## Acceptance of Bid

Only the issuance of an Award Letter or Purchase Order signed by the University constitutes acceptance on the part of the University.

#### **Termination for Cause**

The University may terminate the agreement for cause based upon the failure of Vendor to comply with the terms and/or conditions of the agreement provided that the University shall give the Vendor written notice specifying the Vendor's failure. If within thirty (30) days after receipt of such notice, the Vendor has not corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and

thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Vendor in default and the agreement shall terminate on the date specified in such notice.

The Vendor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the agreement, provided that the Vendor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

#### **Termination for Convenience**

The University may terminate the agreement at any time by giving ninety (90) days written notice to the Vendor of such termination or negotiating with the Vendor an effective date.

Vendor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

## **Termination for Non-Appropriation of Funds**

The continuance of the agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **Assignment**

Assignment of agreement, or any payment under the agreement, requires the advanced written approval of the University. In the event of an assignment without the prior written approval of the University, the University may terminate the agreement with thirty (30) days written notice.

#### **Audit of Records**

The State Legislative Auditor, federal auditors, and internal auditors of the University of New Orleans, or others designated by the University, shall have the option to audit all accounts directly pertaining to the resulting agreement during the agreement and for a period of five (5) years after agreement completion or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

## **Civil Rights Compliance**

Successful vendor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and vendor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under the agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Vendor, or the failure to comply with these statutory obligations when applicable shall be grounds for termination of the lease.

#### **Order of Precedence**

In the event of an inconsistency between the original Invitation to Bid and/or the Successful Vendor's Bid, the inconsistency shall be resolved by giving precedence first to the original Invitation to Bid (including addenda) and then to the Vendor's bid.

#### **Governing Law**

All activities associated with this Invitation to Bid shall be interpreted under Louisiana Law.

#### **Legislators Prohibited**

According to LSA-R.S. 42:113(D) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership or other legal entity in which the legislator or his or her spouse owns an interest, except publicly traded corporations. Each bidder shall be required to disclose whether or not it falls into any of these categories on its bid proposal form (see Attachment B).

## PART II SCOPE OF WORK

## **Prime Vendor Responsibilities**

The selected vendor will be required to assume responsibility for all items offered in his/her bid. Further, the University will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the agreement.

#### **Term of Contract**

The initial term of this contract shall be from December 1, 2014, through June 30, 2015. Upon mutual agreement the contract may be renewed for four (4) consecutive one-year periods at the same prices, terms, and conditions. Each option is to be exercised approximately ninety (90) days prior to the expiration date of the original term or any extension thereof.

#### **Taxes**

Any taxes, other than state and local sales and use taxes from which the state is exempt, shall be assumed to be included within the bidder's cost.

#### **Licenses and Permits**

The successful Contractor shall be responsible for keeping current all licenses required to provide the services specified in this Invitation for Bid at all times during the contract and any subsequent renewal terms.

## **Bid Confidentiality**

All bid responses shall become a matter of public record at the opening of the Invitation for Bid. The University accepts no responsibility for maintaining confidentiality of any information submitted with the proposal whether labeled confidential or not.

## **Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by the University shall remain the property of University, and shall be returned by Contractor to the University, at Contractor's expense, at termination or expiration of any contract entered into as a result of this Bid. All records, reports, documents, or other material related to any contract entered into as a result of this Bid and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the

property of University, and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of any contract entered into as a result of this Invitation for Bid

#### **Contract Controversies**

Contract controversies between the University and Contractor which arise by virtue of a contract resulting from this Invitation for Bid shall be handled in accordance with Louisiana Revised Statute 39:1673. This includes, without limitation, controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modifications or rescission.

## Force Majeure

Neither the Contractor nor the University shall have liability for delays, failure in performance, loss or damage from earthquake, volcanic action, flood, lightning, the elements of war, civil or military disturbances, acts of God, or other causes beyond the control of either party.

#### **Qualifications of Contractor**

The University of New Orleans reserves the right to make any inquiries and investigations it deems necessary to determine the capability and responsibility of any Bidder to perform the contract work. The Bidder shall furnish all information and data requested by the University for this purpose. Failure of any Bidder to promptly provide information in connection with any inquiry may be grounds for rejection of their bid without further consideration.

After reviewing all of the information provided, only bids received from experienced, organizationally responsible and responsive businesses with a minimum of five years' experience in billing services for Federal Perkins Loan/National Direct Student Loan (NDSL) accounts shall be considered.

The Contractor's conduct must be professional and represent the University in a positive way during all deliberations and dealings with borrowers, as well as with University staff.

The Contractor must be in compliance with all laws of the State of Louisiana and the Federal government pertaining to student loans.

#### References

Each Bidder shall provide to the University with their bid, references from each of the following categories. References should include the name of the university, dates of service, and contact name, title, telephone number, and e-mail address.

- A list of 3 universities the Bidder is currently servicing. At least one of the references must be of the same size and scope of the services requested herein.
- A list of all universities that have terminated a contract with the Contractor for any reason within the past 12 months, including the reason for termination.

#### Conversion

- A) The conversion of the University accounts from the previous Contractor's system to the winning Contractor's system should be accomplished within a period of thirty (30) calendar days after the award of contract. The Contractor shall provide a conversion schedule outlining the dates and steps of proposed conversion within the thirty (30) day period. The University currently is using the services of University Accounting Services.
- B) At the time of the initial conversion, the Contractor shall:
- 1. Provide technical assistance to convert the data from the previous Contractor to the Contractor's system.
- 2. Convert all enrolled, active and closed accounts provided by the previous Contractor in the sort sequence specified by the University. The Contractor shall be capable of converting the paid-in-full accounts purged from previous Contractor's system at the time of transfer or if requested by the University.
- 3. After conversion, reconcile all loan accounts to the principal balance and other control accounts, in the sort sequence specified by the University.
- 4. Provide training and training materials to the University as specified herein.
- C) Upon completion of conversion, the Contractor shall provide a report of all borrowers entered into the system, in the sort sequence specified by the University. The report shall contain the following minimum information:
  - 1. Borrower's name
  - 2. Account number
  - 3. Social security number
  - 4. Loan amount
  - 5. Interest rate
  - 6. Repayment plan
  - 7. Principal balance
  - 8. Accrued interest
  - 9. Fees
  - 10. Current amount due
  - 11. Past due amount
  - 12. Total amount due
  - 13. Payment due date
  - 14. Total amount paid (division between principal, interest, and fees)
  - 15. Last payment date and amount

- 16. Days past due
- 17. Last activity date and type (prior to input of current data)
- 18. Last cancellation date and type
- 19. Amount canceled by cancellation type (division between principal, interest and fees)
- 20. Last deferment date and type.
- 21. Subtotals which include the number of accounts converted and the amounts for each category.
- D) During or immediately upon completion of the initial conversion of accounts, the Contractor shall send a Statement of Accounts to all borrowers in repayment status and shall notify all borrowers of the Contractor's service. The Contractor shall also advise borrowers of loan repayment and other details as necessary. The Contractor shall provide an explanation of the fees which the borrowers will see in their billing statements. The Contractor shall obtain prior written approval by the University of the contents of the letter. The University shall be provided a copy of the listing and a sample copy of the letter for its files.

#### **Accounts to Be Serviced**

The Contractor shall assume servicing responsibility for approximately 13,043 borrowers established under the Federal Perkins Loan Program (formerly the National Defense/Direct Student Loans). Approximately 9,998 of those borrower's loans have been paid out. Currently, we have 2,778 borrowers. The detail of activity is provided as ATTACHMENT A, PART 3. The University of New Orleans has no other loan programs (Nursing, Health Profession or Institutional) to be serviced.

## **Contingency Plan**

The Contractor shall provide contingency plan as it relates to data accessibility and security in the event of a natural disaster and/or emergency.

# PART III DESCRIPTION OF SERVICES

#### Services to Be Performed

The Contractor shall send billing notices to the borrowers; process loan payments; correspond with borrowers; process account adjustments as authorized by University personnel; provide reports to the University; and perform other functions as specified herein.

The Contractor must respond to University inquiries within 24 hours of request. Contractor must process all documents relating to file maintenance such as deferments, cancellations, postponements, address changes, bankruptcy, etc., with 48 hours of receipt by the Contractor.

## **Billing Procedure**

- A. The Contractor shall provide monthly billing statements to the borrowers which include the following information:
  - 1. Borrower's name
  - 2. Account number
  - 3. Student ID number
  - 4. Contractor's name and address
  - 5. Statement date
  - 6. Prior account activity
  - 7. Current due amount
  - 8. Past due amount
  - 9. Total amount due
  - 10. Payoff amount
  - 11. Payment due date
- B. The University shall have the option of selecting a standard due date of the month in which the borrower's payment will become due.
- C. The Contractor shall be capable of consolidating loans for an individual borrower on a single billing statement.
- D. The Contractor shall be capable of providing automatic special billing for accounts with special repayment plans.
  - 1. Upon input of the special billing amount to be paid by the borrower, the Contractor's system shall be capable of automatically calculating the last payment date to bring the account current or paid in full.
  - 2. Upon input of the special billing repayment period (first and last bill dates), the Contractor's system shall be capable of automatically calculating the special billing amount the borrower must pay to bring the account current or paid in full.

- 3. The Contractor's system shall be capable of automatically rescheduling the payments for the remaining balance of the loan following a special billing, to remain within the maximum TEN (10) year repayment period.
- 4. The Contractor's system shall be capable of automatically recalculating and adjusting accounts and billing as described above, from the date of Notice to Proceed with this Contract.
- E. The Contractor shall have the capability to automatically add late fees to the principal or next scheduled payment, and apply late fees in all of the modes listed below, one or both of which shall be selected by the University. The Contractor also shall have the ability to add collection costs and penalty charges to borrower accounts with the option of automatic or manual addition. Contractor shall also have the ability to flag accounts that are placed with multiple outside collection agencies (other than contractor such as 1<sup>st</sup> or 2<sup>nd</sup> placement agencies) so that no payments from the borrower can be receipted by contractor on the flagged accounts.
  - 1. A flat amount per billing frequency.
  - 2. A percentage of the amount past due each month regardless of the payment frequency.
- F. The Contractor shall have the capability to suspend billing on a continuous basis and to identify the type of suspense.
- G. The Contractor shall send all bills, correspondence, etc., via the U.S. Postal Service's "Address Correction and Forwarding Requested" program.
- H. The Contractor shall adjust the billing procedures within a reasonable period of time to conform to changes in federal and state laws and regulations.
- I The Contractor must handle deferments, deferments-in anticipation-of cancellation and cancellations in a timely manner with a minimum amount of effort from University personnel.

# **Due Diligence Services**

The Contractor shall provide the following due diligence services in accordance with federal and state laws and regulations:

#### A. Exit Interview Materials

1. The Contractor must be capable of providing automated preprinted exit interview packages. The Contractor must be capable of generating and providing at a designated time, preprinted exit interview packages and mailing labels for students anticipated to exit the University. The Contractor's system must be capable of allowing the University to generate exit packages through the on-line system, to be prepared and mailed out

- by the Contractor the following day.
- 2. The Contractor must be capable of providing the University with exit interview materials which must contain the following information:
  - a. Introductory letter explaining the role of the Contractor
  - b. Deferment, cancellation and postponement forms
  - c. Pre-addressed form for the borrower to submit an address/name change to the Contractor
  - d. Repayment schedule
  - e. Exit interview checklist
  - f. Disclosure statement form meeting federal and state disclosure requirements
  - g. Loan recipient information sheet
  - h. Pamphlets on borrower's rights and responsibilities
- 3. The exit interview must discuss
  - a. Debt-management strategies that would facilitate repayment
  - b. The availability of FSA loan information on the National Student Loan Database System (NSLDS)
  - c. How to contact the FSA Ombudsman's office and an explanation of the services this office provides
- 4. As part of the exit information Contractor must collect the name and address of the borrower's expected employer.

#### B. Grace Period Statements

The Contractor shall send the following statements during the grace period:

- 1. 240-Day Grace Statement. TWO HUNDRED AND FORTY (240) days after the commencement of any grace period, send a grace statement which includes informative statements and grace expiration instructions.
- 2. 150-Day Grace Statement. ONE HUNDRED AND FIFTY (150) days after the commencement of any grace period, send a grace statement which includes informative statements and grace expiration instructions.
- 3. 90-Day Grace Statement. NINETY (90) days after commencement of any grace period, send a grace statement which includes the terms of the loan and informative statements.
- 4. Send the borrower a notice at 60 and 30 days prior to the end of a grace period notifying borrower of its expiration.

# C. Billing Notices

- 1. The Contractor shall send a written notice to the borrower giving the name and address of the party to which payments are to be sent and a statement of account at least THIRTY (30) days before the first payment is due and a statement of account at least FIFTEEN (15) days before the due date of each subsequent payment.
- 2. The billing statements shall include the following information:
  - a. Borrower's name

- b. Account number
- c. Student ID number
- d. Contractor's name and address
- e. Statement date
- f. Prior account activity
- g. Current due amount
- h. Past due amount
- i. Total amount due
- j. Payoff amount
- k. Payment due date

#### D. Past Due Notification

- 1. The Contractor shall send the following past due notices:
  - a. First overdue notice FIFTEEN (15) days after payment due date.
  - b. Second overdue notice FORTY FIVE (45) days after payment due date.
  - c. Final demand letter SIXTY (60) days after payment due date.
  - d. Pre-acceleration notice At least THIRTY (30) days prior to loan acceleration.
  - e. Acceleration notice.
- 2. The Contractor shall attempt to contact the borrower by telephone NINETY (90) days after the payment due date.

The Contractor must adjust the due diligence procedures subject to changes in federal and state laws and regulations.

3. 150-Day Grace Statement. ONE HUNDRED AND FIFTY (150) days after the commencement of any grace period, send a grace statement which includes informative statements and grace expiration instructions.

## **Credit Bureau Reporting**

- A. The Contractor shall be capable of providing the following modes of credit bureau reporting:
  - 1. Automatic placement based on the criteria set by the University.
  - 2. Enable direct on-line placement by the University.
  - 3. Require the University to submit information to the Contractor for bureau placement.
- B. The Contractor shall be capable of providing credit bureau reporting on a monthly basis based on the specifications set by the University.
- C. The Contractor shall be capable of providing this service with a minimum of THREE (3) major credit bureaus in the United States.
- D. The Contractor shall be capable of automatically notifying a first-time reported borrower that the loan is being reported to the credit bureaus.
- E. The Contractor shall update on a monthly basis the information which has been reported to the credit bureaus. This shall include responses to disputes initiated by

borrowers.

- F. The Contractor shall terminate the reporting of loans to the credit bureaus based on criteria established by the University.
- G. The Contractor shall perform timely deletions of loans reported in error.

## National Student Loan Data System (NSLDS) Reporting

The Contractor shall have the capability to report loan information to the U.S. Department of Education using the terms and criteria specified by the National Student Loan Clearinghouse regulations. The Contractor also shall have the capability to retrieve data from the National Student Loan Clearinghouse for proper monitoring and updating of enrollment verification.

#### **Annual Student Loan Interest Statements**

The Contractor shall have the capability to generate annual student loan interest statements to the University's borrowers using the terms and criteria specified by the Internal Revenue Service (IRS).

## **Customized Letters and Mailing Labels**

The Contractor shall have the capability to generate customized letters and mailing labels. The University shall select the criteria for the letters using the options provided by the Contractor. Each Contractor should provide a sample of a customized letter as a part of their submittal.

## **Reports to The University**

The Contractor shall be capable of providing all reports in this Invitation for Bid as specified. The Contractor shall provide the University with the number of report copies (hard and electronic copies) in the frequency and sort sequence requested by the University. The Contractor shall send the reports to the Accounts Receivable Office of the University of New Orleans no later than the FIFTH (5<sup>th</sup>) working day following the month end production date of the reports. All postal and transportation costs for the reports shall be borne by the Contractor.

## A. Accounting Report

- 1. The Contractor shall provide the Accounting Report which shall include a full reconciliation of all cash and non-cash transactions for each reporting period.
- 2. The report shall include: (1) a complete cash reconcilement of payments and a summary of changes to paid fields resulting from transactions applied during the reporting period; (2) accounting entries for the reporting period including transactions, reversals and adjustments; (3) a complete file reconcilement of the general ledger accounts; (4) a complete Cancellation Journal of all cancellations processed during the reporting period; and (5) a complete Write-Off Journal of all write-offs processed

during the reporting period.

3. Before the report is distributed, the Contractor shall reconcile the report with the following control accounts:

Funds Advanced to Students Principal Balance

Principal Collected Suspense

Interest Collected Cost of Principal Fees Collected Interest and Fees

Principal Canceled (by type) Canceled Interest Canceled (by type) Other Costs

Fees Canceled (by type)

## B. Cash Activity Report

1. The Contractor shall provide the Cash Activity Report which shall include all transactions processed during the reporting period which affect the University's cash and non-cash transactions.

- 2. The report shall include information of cash collected, cash applied and reconciliation thereof. The report shall also include summary totals of cash and non-cash transactions listed chronologically by date to balance and reconcile all transactions processed during the reporting period. The report shall be divided into the following sections:
  - A. Cash Payments
    - 1. Received directly by the Contractor
    - 2. Received from a collection agency
  - B. Cash payment reversals
  - C. Non-Cash payments
    - 1. Sent to the Contractor by the University without the corresponding deposit
    - 2. Collection agency payments received by the University without the corresponding deposit
  - D. Non-cash payment reversals
- C. Transactions And Adjustments Journal
- 1. The Contractor shall provide the Transactions and Adjustments Journal which shall include all loan transactions and adjustments processed during the reporting.
- 2. The report shall include the following information:
  - a. Borrower's name
  - b. Account number
  - c. Social security number
  - d. Loan Status
  - e. Type of transaction
    - 1.Payments

Amount (division between principal, interest and fees)

Date

Source

Type

2. Cancellations

Amount (division between principal, interest and fees)

Date

Type

3.Adjustments

Amount (division between principal, interest and fees)

Date

Type

- f. Current loan balance
- g. Prior loan balance
- h. Source code

#### D. New Loans And Advances Report

- 1. The Contractor shall provide the New Loans and Advances Report which shall include all new loans, loan corrections, reconstruction loans, reconstruction loan corrections, batched advances, on-line advances, advance adjustments and deleted loans processed during the reporting period.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Loan amount

Advance date and amount

Last advance date

Source code/transaction code (batch number)

Transaction posting date

Employee ID number

#### E. Unpostable New Loans And Advances Report

- 1. The Contractor shall provide the Unpostable New Loans and Advances Report which shall include the unpostable new loans, new loan corrections, reconstruction loan corrections and advances for the reporting period.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Advance date and amount

Separation date

Promissory note date

Loan amount

Interest rate
Transaction could not be processed

- F. Unpostable New Loans And Advances Deleted Report
- 1. The Contractor shall provide the Unpostable New Loans and Advances Deleted Report which shall include the unpostable new loans, new loan corrections, reconstruction loans, reconstruction loan corrections and advances that have been deleted from the New Loans or Advances database.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Date of new loan or advance

Amount of new loan or advance

Deletion date

Source code/transaction code (batch number)

- G. Funds Advanced Year-To-Date Report
- 1. The Contractor shall provide the Funds Advanced Year-to-Date Report which shall include all loans with advances during the current fiscal year
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Loan status

Amount advanced year-to-date

Code to indicate duplicate borrowers

- H. Enrolled And Grace Borrowers Report
- 1. The Contractor shall provide the Enrolled and Grace Borrowers Report which shall include all borrowers with loans in enrolled and grace statuses.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Separation date

Promissory note date

Number of advance

Amount advance year-to-date

Loan amount

Grace months

Interest rate
Principal balance
First payment due date
Summary totals
Loan amount
Amount advanced year-to-date
Number of students enrolled
Principal balance outstanding

Code to indicate accounts with missing or invalid information

## I. Separation Date Verification Report

- 1.The Contractor shall provide the Separation Date Verification Report which shall include borrowers with separation dates within a certain time period. The report shall include borrowers who separate during the past month and those scheduled to separate during the next THREE (3) months. The report shall be used by both the University and the Contractor as a turnaround document to correct data or place the accounts in grace status.
- 2. The report shall include the following information:

Borrower's name Account number Social security number Separation date Loan status

- J. Borrower/Loan Number Cross Reference Report
- 1.The Contractor shall provide the Borrower/Loan Number Cross Reference Report which shall include the borrower's names and social security numbers, as far back as the Contractor's master file contains history.
- 2. The report shall include the following information:

Borrower's name
Account number
Social security number
Loan status
Code to indicate an archived account

## K. Changed Name And Address Report

- 1. The Contractor shall provide the Changed Name and Address Report which shall include the borrowers with name and address changes.
- 2. The report shall include the following information:

Borrower name Account number Social security number Prior name New address Date of change Source code

## L. Bad Address Report

- 1. The Contractor shall provide the Bad Address Report which shall include the borrowers who have had mail returned during the reporting period.
- 2. The report shall include the following information:

Borrower name

Account number

Social security number

Address

Date of address on file

Loan status

## M. Loans Without A Good Address Report

- 1. The Contractor shall provide the Loans Without A Good Address Report which shall include all borrowers who have no good addresses.
- 2. The report shall include the following information:

Borrower name

Account number

Social security number

Address

Date of address on file

Loan status report

#### N. Skiptrace Report

- 1. The Contractor shall provide a Skiptrace Report which shall include the borrowers whose loans meet the criteria for IRS Skiptrace.
- 2. The report shall contain the following information:

Borrower's name

Social security number

3. The Contractor shall provide a Transmittal Form for submission of a skiptrace request, containing the following fields to be completed by the University:

Signature and title of responsible University official

Date

Number of borrowers submitted on request

Requestor I.D. number

Contact person/official of the University

Name

Address

## Telephone number

#### O. Student Loan Journal

- 1. The Contractor shall provide the Student Loan Journal which shall include all active loans including demographic, monetary and historical data.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Address/address (active/inactive) status

Telephone number

Loan status

Separation date

Promissory note date

Loan amount

Interest rate

Repayment plan

Principal balance

Accrued interest

Fees

Current amount due

Past due amount

Total amount due

Payment due date

Last payment date

Total amount paid

Days past due

Last activity date and type

Suspense code

Cancellation base amount

Cancellation amount and type

Cancellation start date

Cancellation end date

Total principal canceled

Total interest canceled

Total number of cancellations by cancellation type

Deferment start date

Deferment end date

Deferment type

Postponement end date

- P. Past Due Loans Report
- 1. The Contractor shall provide the Past Due Loans Report which shall include all past due

loans at the age breaks specified by the University, excluding loans at collection agencies.

2. The report shall contain the following information:

Borrower's name

Account number

Social security number

Address/address (active/inactive) status

Telephone number

Repayment plan

Loan amount

Principal balance

Accrued interest

Fees

Current amount due

Past due amount

Total amount due

Last payment date and amount

Days past due

#### Q. New Delinquents Report

- 1. The Contractor shall provide the New Delinquents Report which shall include borrowers with loans that have become a specified number of days past due since the prior month's report listing name.
- 2. The report shall contain the following information:

Borrower's name

Account number

Social security number

Address/address (active/inactive) status

Telephone number

Loan amount

Principal balance

Accrued interest

Fees

Current amount due

Past due amount

Total amount due

Last payment date and amount

Last activity date and type

Total amount paid

Days past due

Next payment due date

Collection agency account status (e.g., active, canceled and returned, withheld from collection, etc.)

## R. Loans Brought Current Report

- 1. The Contractor shall provide the Loans Brought Current Report which shall include all loans brought current during the reporting period.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Loan status

#### S. Tax Setoff Report

1. The Contractor shall provide the Tax Setoff Report which shall include borrowers with past due loans which meet the following criteria for tax setoff:

Valid social security number

Past due amount exceeds \$25.00

Days past due is greater or equal to a set number specified by the University

2. The report shall include the following information:

Borrower's name

Account number

Social security number

Loan status

Past due amount

Days past due

## T. Special Billing Report

- 1. The Contractor shall provide the Special Billing Report which shall include loans placed in special billing.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Address/address (active/inactive) status

Telephone number

Loan status

Days past due

Current due amount

Past due amount

Total amount due

Last payment date and amount

Days past due

#### U. Loan Monitoring Report

1. The Contractor shall provide the Loan Monitoring Report which shall include loans

identified by the University as needing closer monitoring.

2. The report shall include the following information:

Borrower's name

Account number

Social security number

Address/address (active/inactive) status

Telephone number

Loan status

Days past due

Current due amount

Past due amount

Total amount due

Last payment date and amount

Days past due

#### V. Loans With Stop Codes Report

- 1.The Contractor shall provide the Loans with Stop Codes Report which shall include loans with stop codes, excluding loans placed at a collection agency. Stop Codes must entail "stop accruing interest," "stop sending bills," "stop sending past due notices," and/or a combination of these.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Loan status

Stop code type

#### W. Collection Agency Inventory Report

- 1. The Contractor shall provide the Collection Agency Inventory Report (institutional and agency versions) which shall include borrowers assigned to each collection agency.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Address/address (active/inactive) status

Repayment plan

Interest rate

Principal balance

Accrued interest

Fees

Total amount due

Payment due date

Last payment date and amount

## Last activity date and type

## X. New Placements Report

- 1. The Contractor shall provide the New Placements Report (institutional and agency versions) which includes all new placements to each collection agency.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Loan amount

Loan balance

Amount placed for collection

## Y. Transactions Against Loans In Collection Report

- 1. The Contractor shall provide the Transactions Against Loans In Collection Report (institutional and agency versions) which shall include all transactions affecting loans at each collection agency.
- 2. The report shall include the following information:

Borrower's name

Account number

Social security number

Loan status

Type of transaction

**Payments** 

Type

Date

Amount source

Cancellations

Type

Date

**Amount** 

Adjustments

Type

Date

**Amount** 

## Z. Federal Perkins Cohort Default Rate Report

- 1. The Contractor shall provide the Federal Perkins Cohort Default Rate Report which shall include all the Federal Perkins loans which are factored into cohort default rate.
- 2. The report shall contain the following information:

Borrower's name

Account number

Social security number
Address/address (active/inactive) status
Repayment plan
Loan amount
Loan balance
Past due amount
Current due amount
Total amount due
Last payment date and amount

- AA. Loans Assigned/Accepted By The U.S. Department Of Education Report
- 1. The Contractor shall provide the Loans Assigned/Accepted By the U.S. Department of Education Report which shall include all accounts accepted/assigned to the U.S. Department of Education, including assignment reversals
- 2. The report shall contain the following information:
- Borrower's name
- Account number
- Social security number
- Loan status
- Principal assigned
- Interest assigned
- Fees assigned
- Total amount assigned
- Date of assignment
- Date of acceptance
- BB. Inventory Of Loans Referred/Assigned To The U.S. Department Of Education Report
- 1. The Contractor shall provide the Inventory of Loans Referred/Assigned to the U.S. Department of Education Report which shall include all accounts referred/assigned to the U.S. Department of Education including assignment reversals
- 2. The report shall contain the following information:
- Borrower's name
- Account number
- Social security number
- Loan status
- · Principal assigned
- Interest assigned
- Fees assigned
- Total amount assigned
- Date of assignment

- Date of acceptance
- CC. Paid In Full/Credit Balance/Write Off Loan Reports
- 1. The Contractor shall provide the Paid In Full/Credit Balance/Write Off Loans Report which shall include loans that have entered a closed or to-be-closed status.
- 2. The report shall include the following information:
- Borrower's name
- Account number
- Social security number
- Address/address (active/inactive) status
- Loan status
- Loan amount
- Loan balance
- Last payment date
- Write-off date
- 3. The Contractor shall have the capability to generate pre-addressed, adhesive labels for use with this report.
- DD. Cumulative Credit Balance Report
- 1. The Contractor shall provide the Cumulative Credit Balance Report which shall include all loans with credit balances.
- 2. The report shall include the following information:
- Borrower's name
- Account number
- Social security number
- Address/address (active/inactive) status
- Loan status
- Loan amount
- Loan balance
- EE. Collection Analysis Report
- 1. The Contractor shall provide the Collection Analysis Report which shall include all payments collected on past due loans.
- 2. The report shall include the following information:
- Number of past due loans
- Past due amounts outstanding
- · Past due amounts collected
- Past due amounts canceled

## FF. Collection Agency Recovery Analysis Report

- 1. The Contractor shall provide the Collection Agency Recovery Analysis Report (institutional and agency versions) which shall include all loans assigned to collection agencies.
- 2. The report shall include the following information:
- Number of days accounts placed at the collection agency
- Number of borrowers placed at the collection agency
- Total amounts due
- Total amounts collected
- Percentage of loans collected
- Number of loans recalled
- Total amounts recalled

#### GG. Status Summary Report

- 1. The Contractor shall provide the Status Summary Report which shall include all loans based on status.
- 2. The report shall include the following information:
- Number of borrowers
- Number of loans
- Loan statuses
- Loan amounts
- Total amount outstanding
- · Current amounts due
- Past due amounts
- Total amounts due
- HH. Federal Perkins/Institutional Fiscal Operations Analysis Report (FISCOP) And Supplement
- 1.The Contractor shall provide the Federal Perkins/Institutional Fiscal Operations Analysis Report which shall include the loan portfolio information required by the U.S. Department of Education for completion of the annual reports to be submitted to the Department. The Contractor shall compile the report information in the format required by the U.S. Department of Education
- 2. The Contractor shall provide the Supplement Report which shall include the detail loan information required by the U.S. Department of Education for completion of the annual reports to be submitted to the Department. The Contractor shall compile the information in the format required by the U.S. Department of Education

### II. Invoice Detail Report

- 1. The Contractor shall provide the Invoice Detail Report which shall include the total number of loans and borrowers in each payment frequency within each status.
- 2. The report shall include the following information:
- Total number of loans in each payment frequency within each status.
- Total number of borrowers in each payment frequency within each status
- Total number of loans reported to the credit bureau

#### JJ. Special Reports/Adhoc Reports

1. The Contractor shall have the capability to generate special reports based on the loan portfolio. The University shall select the criteria for the reports using the operations provided by the Contractor.

#### **Services to The Borrowers**

Toll-Free Number for Borrowers

The Contractor shall provide a toll-free number for the University's borrowers and advise borrowers of that number for their inquiries.

#### Forms and Forms Processing

The Contractor shall send deferment, cancellation and postponement forms at least THREE (3) times a year to borrowers on a monthly repayment cycle. Forms shall be processed by the Contractor within one week from receipt, and returned to the University at least two times per month. Any correspondence from the borrower or the Contractor relating to the processed forms shall be attached to such forms and sent to the University. The Contractor shall send bankruptcy and other legal documents to the University within two days of receipt. All other correspondence requiring responses by the University shall be sent at least every two weeks to the University. Contractor should also make available online forms that borrowers can download and mail to the Contractor or University.

### Automatic Address/Name Change

The Contractor must have an automatic address/name change program for borrowers with multiple accounts. Contractor must also have online capabilities for borrowers to submit name/address changes.

#### Variable Repayment Provisions

The Contractor must have the capability to provide automated graduated repayment type plans. Such provisions shall be reflected in all affected reports, notices and bills, and all

affected data fields shall automatically be adjusted.

## Payment Application

The Contractor must have the capability to automatically apply payments to one or several accounts in the following order:

- Collection Fees
- Late fees
- Interest fees
- Principal
- Escrow

## **Excess Payment Application**

The Contractor must have the capability to automatically apply a payment or adjust the application of payment, in excess of the amount due for a repayment period, to the next installment payment or to the principal balance.

## Notification of Adjustments to Account Balances

The Contractor must send notices to the borrowers of any changes in account balances due to adjustments arising from reapplication of payments, reversal of deferments, cancellations or postponements, etc., and the reason for the adjustment. Exceptions to this would include adjustments of principal and interest to close-out accounts and as otherwise indicated by the University.

## Automatic Payment And Debit Of Borrower's Bank Account

The Contractor must provide an option to borrowers for automatic direct debiting of borrower's bank account as authorized by the borrower.

The Contractor must coordinate and if necessary subcontract for this service in its entirety. The Contractor's system shall be coordinated and capable of automatically posting the payment on the date the borrower's account is automatically debited.

#### Credit Verification Forms

The Contractor must process credit forms for the borrowers on behalf of the University. Processing shall be performed in accordance with federal and state laws and regulations.

At a minimum, the following information specified on the form shall be completed by the Contractor within the guidelines set by the University:

- Date account opened
- Date of last payment/activity

- Highest credit amount
- Present balance
- Present monthly payments
- Present amount past due
- Months in repayment status
- Number of times past due for designated age breaks

The Contractor must at its own discretion, contact the University for assistance in processing credit verification forms.

The Contractor must process credit verification forms within ONE (1) week from receipt of forms.

The Contractor must process credit disputes in accordance with the Fair Credit Reporting Act.

## **Services to The University**

The Contractor will be a full service provider to the University

Toll-Free Telephone Number for University Personnel

The Contractor must provide a toll-free telephone number for the University personnel. If a toll-free telephone number is not available, the Contractor shall incur the cost of receiving long distance phone calls from the University personnel on a daily basis.

Interpretation of Laws and Regulations

The Contractor shall have an attorney consistently and directly involved in the interpretation of all applicable federal and state laws and regulations pertaining to the student loan programs.

The Contractor shall, upon request of the University, contact the United States Department of Education and the United States Department of Health and Human Services for clarification and/or interpretation of all applicable federal and state laws and regulations pertaining to the student loan programs.

#### **Procedures Manuals**

The Contractor must submit to the University following award of the bid FOUR (4) copies of its procedures manuals which describe in detail its on-line system and procedures followed in the performance of all services and specifications described herein. The manuals shall describe, in detail, how the Contractor processes deferments, cancellations, postponements and special billing repayment plans. The manuals shall include sample letters that are sent from the Contractor to the borrowers. The procedures manuals shall remain the property of

the Contractor.

## Changes In Procedures

The Contractor shall give the University at least FORTY (40) working days notice of any changes in the Contractor's procedures in the processing of deferments, cancellations, and postponement forms, payment related transactions and any other transactions that will affect the borrower accounts.

#### Deposit Monies to Bank Account

The Contractor shall deposit the borrower's total payments daily into a bank account and shall wire or electronically transfer the funds daily to the University's General Account as authorized by the University.

Instructions for Processing Check Payments with Prejudicial Limitations

The Contractor shall notify in a timely manner and request instructions from the University where a borrower's check payment purports to pay an account in full or otherwise prejudicially affects the account. An example of this situation would be as follows: A borrower submits payment to the Contractor and writes on the check "Account Paid in Full" when the payment does not satisfy the account in full. At this point, the Contractor would notify the University and request instructions without applying payment. This situation would occur for accounts placed with our Attorney General's Office when financial payments must confirm to judicial limitations.

## Automatic Placement of Accounts With Collection Agencies

The Contractor shall have the capability to automatically place accounts with collection agencies. This service shall be performed according to the criteria set forth by the University. Contractor will be informed of the University's primary and secondary collection placement vendors. The Contractor shall coordinate with our LA Attorney General's Office to ensure that the preparation of the Loan Verification Certificate (LVC) includes all collection/legal costs, due at time of loan consolidation.

#### **Automatic Write-Off Procedures**

The Contractor shall have the capability to automatically write off loans with small balances as authorized by the University.

Reconciliation and Adjustment of Account Errors Prior To Conversion

The Contractor shall take corrective measures to reconcile and adjust accounts in which errors may have existed prior to conversion. Such reconciliations and adjustments shall be accurate to the extent that the prior Contractor's information is complete and correct.

## Conversion of Prior History

The Contractor shall obtain and convert the past history of the University's accounts in the possession of the previous Contractor.

### **Training**

Contractor shall provide at no cost on-site training of approximately two to four University employees at the time of conversion on a mutually agreeable schedule. Additional training and support shall be provided as needed during the duration of the contract at no additional cost.

#### Invoicing

Contractor should invoice the University monthly in arrears for services with costs as specified in Attachment A, Summary of Costs.

## **Computerized Services**

Integrated Computer On-Line System

The Contractor shall provide an integrated on-line computer system accessible by internet, incorporating all the capabilities specified in this Invitation for Bid, which provides the following minimum data.

## Permanent Chronological Historical Screens

The Contractor's on-line system shall provide complete permanent chronological history screens of all transactions for all borrower accounts from the date the loan is made (or date of conversion from prior Contractor). The Contractor's system shall be capable of allowing the University on-line user to review a select type of history item at a time. History screens shall contain the specifics of each and every transaction performed on every University account, including at a minimum, the following information:

- Borrower information (name, address, etc.)
- Loan advances
- Deferment, cancellation and postponement forms processed
- Payments processed
- Outstanding bills

## **Summary Transaction Screens**

The Contractor's on-line system shall provide at a minimum, the following types of summary transaction screens:

- Loan advances
- Deferments and cancellations
- Payments processed
- Outstanding bills

#### Minimum Data Fields

The Contractor's on-line system shall include, minimally, the following data fields:

- Borrower's name
- Account number
- Social security number
- Address/address status (active/inactive)
- Telephone number
- Loan status
- Separation date
- Promissory note date
- Number of advances
- Amount advances year to date
- Loan amount
- Interest rate
- Grace months
- Repayment plan
- Principal balance
- Accrued interest
- Fees
- Current amount due
- Past due amount
- Total amount due
- Payment due date
- Last payment date and amount
- Total amount paid
- Days past due
- Last activity date and type
- Collection agency code
- Cancellation base amount
- Cancellation amount and type
- Date cancellation applied
- Date cancellation ended
- Total principal cancelled
- Total interest cancelled
- Total number of cancellations by cancellation type
- Date deferment applied
- Date deferment ended
- Deferment type
- Postponement ending date

NSLDS date fields

## **Transaction Processing**

The Contractor's on-line system shall be effective at the time the transaction is entered by the Contractor or the University-user. Transactions entered on-line shall be fully effective and reflect all adjustments to the affected fields automatically from the time the transaction is entered by the Contractor or the University-user. Transactions entered shall not be delayed or placed in a "holding account" for actual posting and adjustment of accounts at a later period. The Contractor's system shall be capable of processing, minimally, the following types of transactions automatically and recalculating all affected fields:

- Address change, with the capability to automatically store up to two previous addresses
- Name change, with the capability to store all the previous names, including maiden name
- Co-Maker/Co-Signer address
- Change in social security number
- Change in loan number
- Change in separation date
- Change in loan advance
- Change in loan status
- · Consolidation of loans
- · Change in next payment due date
- Application of payment
- Application of cancellation
- Application of deferment
- Acceleration of loan
- Deceleration of loan
- Placement of loan in special billing
- Removal of loan from special billing
- Placement of loan in collection
- Removal of loan from collection
- Loan withholding from collection
- Transfer of loans between collection agencies
- Change or reversal of late fees and collection fees
- Suspension of billing
- Automatic generation of exit interview packages

#### **Electronic Mail Service**

The Contractor's on-line system shall have an electronic mail service wherein messages, memorandums or account information may be dispatched by and between the Contractor and the University.

## Computer On-line Security, Usage and Features

The Contractor's system shall be ID-specific, with different operations having different passwords, to ensure that each operator of the system can perform approved transactions only. Each operator shall be assigned their own identification and password.

To ensure adequate audit information, the permanent history shall indicate the identification of the operator for each transaction processes.

An expanded search engine which allows clients and Contractor to search via various data options

An online document storage system, can be used to store all borrower correspondence and forms

Ability to effective date transactions; system will automatically recalculate interest accruals, etc.

Daily interest accrual

Online follow-ups for clients to use as reminders

An online user guide built into the system, easily and readily accessible

Web-hosted application

Point and click interface

Flexible reporting

Personalized desktop views to meet your individual needs

Borrower and management site integration

## **Electronic Promissory Signature Service**

Contractor will provide an online system for borrowers to complete Perkins Master Promissory Note for Multiple Award Years and conduct Loan Entrance Counseling as part of E-Sign Service.

Contractor will invite borrowers to website using email addresses provided by University.

Contractor will assign PIN number access to borrowers.

University anticipates loan disbursement three times per year with Excel batch uploads of final disbursement file in order to create the New Loans and Advances. Loan disbursements will be exported from University's PeopleSOFT Financial Aid system.

Contractor will provide a University management site to obtain reports and statistics concerning e-signature files. Management site will also be used for uploading e-signature files. For those borrowers who chose to manually sign the promissory note, Contractor will provide University with a mechanism to track those borrowers.

# **Cohort Protection / Management Program**

Contractor will provide management oversight and review of cohort account activity focused to achieve acceptable rates based on prior year performance. An individual assessment of the unique cohort population will be performed and subsequent work plan implemented by Contractor. The Contractor must work diligently with the University to keep the Cohort Default Rate under 25% as required by federal regulations.

Deliverables will include:

- Monthly report of cohort trend
- Individual associate attention on a per month basis to the status of your cohort class as it is related to defaulted borrowers, agency placements, unknown addresses and non-defaulted accent ages.
- National Student Clearinghouse Interface

# **Computerized Information Processing**

The Contractor shall accept direct transmittals of information from the University through any of the following modes

- On-line
- Manual / paper
- Upload from Excel file(s) or template

The Contractor shall accept direct transmittals to update the following information:

- Borrower's name, address and telephone number
- Social security number
- Account number
- Loan information

# **Special Computerized Service**

The Contractor shall provide a special computerized service to ensure that all records pertaining to the student loan portfolio are properly adjusted whenever changes are made to the federal and state laws and regulations.

### **Master File Maintenance**

The Contractor shall provide a computerized service to update the information on its master file for enrolled loans online from the University on a monthly basis.

## **Daily Interest Accrual**

The Contractor's system shall automatically update and accrue interest on all University accounts on a daily basis.

## **Automatic Daily Update**

The Contractor's system shall automatically update all borrower records, including posting of all payments and accrued interest to borrower's accounts, daily.

## **On-Line Report Access**

The Contractor must have the capability to provide the reports listed above in an on-line viewing format. The Contractor shall determine which reports and at what times the reports will be available for on-line viewing.

## On-Line Data Inquiry/Entry Service

The Contractor shall have the capability to provide on-line data inquiry/entry service for the purpose of obtaining loan account information.

### **Evaluation of Services Rendered**

### **Audit Report**

The Contractor shall provide each year of the contract THREE (3) copies of an annual report of the Contractor's operations, control and compliance procedures prepared by an independent certified public accounting firm.

### On-Site Examination

Upon request of authorized University representatives, the Contractor shall allow federal, state and University auditor's on-site examination of all records and files pertaining to the University accounts.

#### **Annual Review**

The Contractor shall conduct an annual review of its services to the University. The results shall be discussed with the University personnel to facilitate optimal use of the Contractor's service.

#### **Termination of Contract**

Master File Media

Upon termination of the contract, the Contractor shall make available to the University, master files which are compatible with the University's computerized system which contains complete borrower information for all accounts on the current and purged files. The Contractor shall provide technical assistance to the University and/or new Contractor if there is a difficulty converting the data to the new Contractor.

Hard Copy of Complete Borrower History

The Contractor shall provide a hard copy of the complete history for all University borrower accounts.

# PART IV PRICING OF BASIC SERVICES

The attached summary of costs (Attachment A) includes four (4) parts. Part 1 must be completed in full by the Bidder.

Pricing as quoted in this Invitation for Bid will not be changed during the initial contract year. Sixty days prior to any renewal term, the Contractor may request a price change for services for that renewal term. Any price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) average increase for the prior twelve months. The University reserves the right to approve or disapprove any price increases.

# PART V OPTIONAL SERVICES

The following options may or may not be awarded depending upon pricing and funding availability. It is preferred that these optional services are available from the Bidder who is awarded the basic services, but it is not a requirement for award that they all be offered. If awarded, all services will be awarded to the same vendor.

# General Ledger Interface

The Contractor will create and transmit a file to the University monthly containing all General Ledger transactions that occurred within the University's Perkins Loan Fund. This file and data must be compatible with the University's Peoplesoft General Ledger interface.

#### **Process Credit Balance Refund Transactions**

The Contractor will process and issue refund checks to borrowers who have a credit balance showing on their loan.

# Additional Due Diligence Efforts

The Contractor will provide additional due diligence efforts as needed by the University to

help reduce the cohort default rate.

Send additional letters to specific groups of borrower's as requested to help reduce the cohort default rate.

Make additional phone calls to borrowers as requested to help reduce the cohort default rate.

#### **Status Letter**

The Contractor will provide a status letter to the borrower at no additional charge. It will show current status of loan, loan information and borrower's contact information.

## **Collections Management Software**

The Contractor will provide to the University software that will allow University personnel to track, review, and follow-up with individual borrowers who are delinquent or in default on their Perkins' loans. This software should work seamlessly with the Contractor-provided accounting software and should include at least one year technical support and upgrades in the cost quoted.

## **Electronic Promissory Notes**

The Contractor will provide to the University an Electronic Promissory Note system for its Perkins Loan Program. The Contractor will provide a web portal for borrowers to access which will allow borrowers to complete their entrance interview and also complete the electronic promissory note. This system must be in complete compliance with Department of Education requirements for electronic promissory notes.

# PART VI AWARD OF BID

The bid will be awarded to the lowest responsible and responsive bidder, all-or-none, calculated as follows:

Unit Price x Monthly Average Volume (annualized over 5 years) + Conversion Cost

# ATTACHMENT A SUMMARY OF COSTS

To be completed by all Bidders. All spaces in Part 1 are to be completed. If there are no costs, N/C (No Charge) should be entered. It is the Contractor's responsibility to include all costs associated with providing the services required on this summary. The items listed below may not be all inclusive, the Bidder must insert any additional billable item(s) that will be charged during the contract period in the spaces provided.\*

### Part 1: BASIC SERVICES

Indicate cost per borrower for the following items

A.	Conversion Costs										
		Active Accounts	1.	\$							
		Inactive Accounts	2.	\$							
		Set-Up of Electronic Promissory Note Website	3.	\$							
	*			\$							
B.	Mont	hly Servicing Cost									
	1.	In-School	4.	\$							
	*			\$							
	2.	Grace	5.	\$							
	*			\$							
	3.	Deferred	6.	\$							
	*			\$							
	4.	Repayment Monthly (Current)	7.	\$							
	*			\$							
	5.	Repayment Monthly (Past Due)  A. In collections	8.	\$							
	*			\$							

	B. Assigned	9.	\$
*			\$
	C. Default	10.	\$
*			\$
6.	Paid in Full	11.	\$
*			\$
*		<u> </u>	\$
*			\$
Due	e Diligence Services		
1.	Mailgram	12.	\$
*	5		\$
2.	Telephone Call	13.	\$
*			\$
3.	Credit Bureau Reporting	14.	\$
*			\$
4.	Exit Interviews	15.	\$
*			\$
5.	NSLDS Reporting	16.	\$
*		_	\$
*		_	\$
On-	-Line Services	17.	\$
*			\$

\$
\$
\$per month
\$per transaction
\$per letter
\$per call
\$one time charge including 1 year updates & support
\$ per year
\$per borrower

# VENDOR TO PROVIDE EXAMPLE OF ITEMIZED BILLING DETAIL WITH BID.

# Part 3: DETAIL OF ACTIVITY

SEE FISCAL OPERATIONS REPORT BELOW:

# **UAS Static Report Delivery**

University of New Orleans: MAIN (000778)

Fiscal Operations Report: 08/31/2014

Perkins; Direct; Defense

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Fiscal Operations Report: 08/31/2014	University	of New Orleans: MAII	N (000778)	Perki	Page 1 of 7	
All Borrowers:	Number	Total Loan	Collected	Canceled	Assigned	Balance
All Borrowers: Principal Interest Penalty Late Subtotal Penalty/Late Collection Costs-Inst Collection Costs-Ctgy Subtotal Collection Costs Litigation Costs	13043	23,406,138.35	15,929,773.41 2,082,204.65 62,924.07 242,003.02 304,927.09 59,783.05 1,532,411.98 1,592,195.03	1,264,821.76 103,313.93	1,332,151.65 406,003.95 21,038.71 31,845.71 52,884.42 1,505.82	4,879,391.53
Total	13043	23,406,138.35	19,909,100.18	1,368,135.69	1,792,545.84	4,879,391.53
Paid Or Canceled In Full	9998	16,416,714.61	15,192,921.26	1,237,577.86	, , , , , ,	(13,784.51)
Assigned Defaulted Or Liquidation: Principal Interest Penalty Late Collection Costs-Inst Collection Costs-Ctgy Litigation Costs	935	1,454,744.00	144,410.37 9,426.07 120.00 1,804.08 1,986.08	2,168.50 214.89	1,308,165.13 402,903.63 21,038.71 31,534.08 1,505.82	
Subtotal	935	1,454,744.00	157,746.60	2,383.39	1,765,147.37	
Assigned Permanent Disability Principal Interest Penalty Late Collection Costs-Inst	10	24,664.00	339.98 83.31 111.00	337.50	23,986.52 3,100.32 311.63	
Collection Costs-Ctgy Litigation Costs			12.50			
Subtotal	10	24,664.00	546.79	337.50	27,398.47	
Total Assigned	945	1,479,408.00	158,293.39	2,720.89	1,792,545.84	

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Fiscal Operations Report: 08/31/2014	University	of New Orleans: MAIN	(000778)	Perkins; Direct; Defense	Page 2 of 7
	Number	Total Loan	Collected	Canceled	Balance
Enrolled	555	1,308,767.12	40.00		1,308,727.12
Grace	272	646,600.73	2,923.00		643,677.73
Deferred:					
Student	141	462,429.73	60,029.55	2,050.00	400,350.18
Military					
Peace Corps					
Vista					
Non-Profit Organization					
Public Health Officer					
Disability	5	17,250.00	1,204.09	675.00	15,370.91
Internship					
NOACC					
Parental Leave					
Reentering Workforce					
Rehab Training					
Fellowship					
Unemployment	25	78,499.00	3,309.38		75,189.62
Economic Hardship	46	166,194.16	2,539.52		163,654.64
Service					
Hardship					
Postponed					
Public Defender					
Childcare					
Librarian					
Speech Pathology					
Firefighter					
Tribal Faculty					
Other	14	45,243.00	4,609.85	14,987.90	25,645.25
Total Deferred	231	769,615.89	71,692.39	17,712.90	680,210.60
Total Not In Repayment Status	1058	2,724,983.74	74,655.39	17,712.90	2,632,615.45
Repayment On Schedule	328	986,531.99	348,419.31	500.00	637,612.68

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Times 100 Equals 5.98% Default Rate

Fiscal Operations Report: 08/31/2014	University	of New Orleans: MAIN	(000778)	Perki	Perkins; Direct; Defense		
	Number	Total Loan	Collected	Canceled	Past Due	Balance	
Past Due Not Defaulted:							
Monthly Less Than 240	148	426,335.80	57,559.91	750.00	22,030.52	368,025.89	
Other Less Than 270							
Total	148	426,335.80	57,559.91	750.00	22,030.52	368,025.89	
Past Due Defaulted:							
Monthly 240 Up To 2 Years	138	365,998.27	24,574.52	2,937.00	274,627.75	338,486.75	
Other 270 Up To 2 Years							
2 Years Up To 5 Years	157	387,849.15	25,722.66	300.00	351,744.68	361,826.49	
More Than 5 Years	271	618,316.79	61,170.01	2,538.00	543,857.93	554,608.78	
Total	566	1,372,164.21	111,467.19	5,775.00	1,170,230.36	1,254,922.02	
	Number	Amount					
Funds Advanced To Students:							

Defaulted Loans 1,254,922.02

13043

69

23,406,138.35

116,744.55

 Total Loans
 Minus
 Enrolled
 Minus
 Student Defermen
 Minus
 Grace

 23,406,138.35
 1,308,767.12
 462,429.73
 646,600.73

Cohort Default Rate:

**Total Loans** 

**Current Year Borrowers** 

Default Rate Calculation:

Number Of Borrowers Who Entered Repayment During The 2013 Fiscal Year: 165

Number Of Above Borrower Now In Default: 27

Cohort Default Rate: 16.36%

	0	releasy of real enteurs				, = 0.000	
		Year-To-Date			Cumulat	ive	
Concellations	Number	Principal	Interest	Number	Principal	Interest	Total
Cancellations:  Loans Made Prior To 7/1/72:							
Teacher At 10 Percent				198	91,673.04	14,173.17	105,846.21
Teacher At 15 Percent				196	900.00	14,173.17	1,003.00
Military At 12 1/2 Percent				·	300.00	103.00	1,003.00
Total On Prior 7/1/72 Loans				199	92,573.04	14,276.17	106,849.21
Loans Made After 6/30/1972:					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, -	,-
Teacher / Head Start (1)				346	391,679.32	32,937.11	424,616.43
Teacher / Head Start (1)				71	33,718.36	(7.51)	33,710.85
Teacher / Head Start (2)				62	36,550.21	(16.83)	36,533.38
Teacher / Head Start (4)				48	29,629.40	16.83	29,646.23
Teacher / Head Start (5)				40	37,426.05		37,426.05
Head Start (6)					·		,
Head Start (7)							
Subtotal Teacher / Head Start				348	529,003.34	32,929.60	561,932.94
Military							
Volunteer At 15 Percent (1)				1	784.12		784.12
Volunteer At 15 Percent (2)							
Subtotal 15 Percent				1	784.12		784.12
Volunteer At 20 Percent (3)							
Volunteer At 20 Percent (4)							
Subtotal 20 Percent							
Subtotal Volunteer				1	784.12		784.12
Law Enforcement At 15 Percent (1)				12	6,317.99	147.52	6,465.51
Law Enforcement At 15 Percent (2)				8	3,325.64		3,325.64
Subtotal 15 Percent				12	9,643.63	147.52	9,791.15
Law Enforcement At 20 Percent (3)				5	3,390.00		3,390.00
Law Enforcement At 20 Percent (4)				4	2,790.00		2,790.00
Subtotal 20 Percent				5	6,180.00 2,701.24		6,180.00
Law Enforcement At 30 Percent (5)				4	•	147.52	2,701.24
Subtotal Law Enforcement				12	18,524.87	147.52	18,672.39
Subject Matter At 15 Percent (1)	4	200.00		15	6,873.75		6,873.75
Subject Matter At 15 Percent (2) Subtotal 15 Percent	1	300.00 300.00		15	5,748.75		5,748.75
Subject Matter At 20 Percent (3)	ı	300.00		16 8	12,622.50 3,520.00		12,622.50 3,520.00
Subject Matter At 20 Percent (4)				6	2,895.00		2,895.00
Subtotal 20 Percent				9	6,415.00		6,415.00
Subject Matter At 30 Percent (5)				6	4,459.47		4,459.47
Subtotal Subject Matter	1	300.00		17	23,496.97		23,496.97
•							•

University of New Orleans: MAIN (000778)

Fiscal Operations Report: 08/31/2014	Univer	sity of New Orleans	: MAIN (000778)	8) Perkins; Direct; Defense			Page 5 of 7	
	Y	ear-To-Date		Cumulative				
Cancellations:	Number	Principal	Interest	Number	Principal	Interest	Total	
Loans Made After 6/30/1972:								
Early Intervention At 15 Percent (1)				19	15,713.57	150.95	15,864.52	
Early Intervention At 15 Percent (2)				16	5,622.30	(0.38)	5,621.92	
Subtotal 15 Percent				19	21,335.87	150.57	21,486.44	
Early Intervention At 20 Percent (3)				12	6,316.00		6,316.00	
Early Intervention At 20 Percent (4)				8	3,911.43		3,911.43	
Subtotal 20 Percent				12	10,227.43		10,227.43	
Early Intervention At 30 Percent (5)				5	3,851.39		3,851.39	
Subtotal Early Intervention				19	35,414.69	150.57	35,565.26	
Nurse/Med At 15 Percent (1)				18	7,679.19		7,679.19	
Nurse/Med At 15 Percent (2)				15	7,047.70		7,047.70	
Subtotal 15 Percent				18	14,726.89		14,726.89	
Nurse/Med At 20 Percent (3)				10	5,131.87		5,131.87	
Nurse/Med At 20 Percent (4)				7	2,772.50		2,772.50	
Subtotal 20 Percent				10	7,904.37		7,904.37	
Nurse/Med At 30 Percent (5)				7	3,551.52		3,551.52	
Subtotal Nurse/Med				18	26,182.78		26,182.78	
Public Defender At 15 Percent (1)								
Public Defender At 15 Percent (2)								
Subtotal 15 Percent								
Public Defender At 20 Percent (3)								
Public Defender At 20 Percent (4)								
Subtotal 20 Percent								
Public Defender At 30 Percent (5)								

Subtotal Public Defender Childcare At 15 Percent (1)

Childcare At 15 Percent (2)

Childcare At 15 Percent (3)

Childcare At 15 Percent (4)

Childcare At 15 Percent (5)

Childcare At 15 Percent (6)

Subtotal 15 Percent

Childcare At 10 Percent (7)

Subtotal Childcare

riscal Operations Report. 06/31/2014	Univer	sity of New Orleans.	WAIN (000778)		Page 6 01 7		
	Y	ear-To-Date					
Cancellations:	Number	Principal	Interest	Number	Principal	Interest	Total
Loans Made After 6/30/1972:							
Librarian At 15 Percent (1)							
Librarian At 15 Percent (2)							
Subtotal 15 Percent							
Librarian At 20 Percent (3)							
Librarian At 20 Percent (4)							
Subtotal 20 Percent							
Librarian At 30 Percent (5) Subtotal Librarian							
Speech Pathology At 15 Percent (1) Speech Pathology At 15 Percent (2)							
Subtotal 15 Percent							
Speech Pathology At 20 Percent (3)							
Speech Pathology At 20 Percent (4)							
Subtotal 20 Percent							
Speech Pathology At 30 Percent (5)							
Subtotal Speech Pathology							
Firefighter At 15 Percent (1)							
Firefighter At 15 Percent (2)							
Subtotal 15 Percent							
Firefighter At 20 Percent (3)							
Firefighter At 20 Percent (4) Subtotal 20 Percent							
Firefighter At 30 Percent (5)							
Subtotal Firefighter							
Tribal Faculty At 15 Percent (1)							
Tribal Faculty At 15 Percent (2)							
Subtotal 15 Percent							
Tribal Faculty At 20 Percent (3)							
Tribal Faculty At 20 Percent (4)							
Subtotal 20 Percent							
Tribal Faculty At 30 Percent (5) Subtotal Tribal Faculty							
Total After 6/30/72 Loans	1	300.00		412	633,406.77	33,227.69	666,634.46
Death				141	294,089.52	22,248.11	316,337.63
Disability  Total Death / Disability				4.44	204 080 52	22 242 44	216 227 62
Total Death / Disability				141	294,089.52	22,248.11	316,337.63

University of New Orleans: MAIN (000778)

Fiscal Operations Report: 08/31/2014	University of New Orleans: MAIN (000778)				78) Perkins; Direct; Defense			
		Year-To-Date	•					
	Number	Princi	pal In	iterest	Number	Principal	Interest	Total
Disability VA Determination					2	6,245.70	239.89	6,485.59
Bankruptcy					81	106,978.94	15,092.32	122,071.26
Survivors								
Principal Adjustments	13	53	.70	0.60	387	35,038.06	12.64	35,050.70
Other					2602	96,489.73	18,217.11	114,706.84
Total Other	13	53	.70	0.60	2989	131,527.79	18,229.75	149,757.54
Total Cancellations	14	353	5.70	0.60	3808	1,264,821.76	103,313.93	1,368,135.69
Collections:	Year-To-Dat	te Cu	ımulative					
Number	1	25	7917					
Principal	94,668.		29,773.41					
Interest	16,936.	•	32,204.65					
Penalty	10,000.		62,924.07					
Late	1,703.		42,003.02					
Subtotal Penalty / Late	1,703.		04,927.09					
Collection Costs - Inst			59,783.05					
Collection Costs - Ctgy	40.	.39 1,53	32,411.98					
Subtotal Collection Costs	40.	.39 1,59	92,195.03					
Litigation								
Total	113,349.	.22 19,90	09,100.18					
Billing:	Number	Principal	Interest	Penalty / Late	Collection	on Litigation	Other	Total
Regular Billing								
Billed	468	12,149.95	3,542.21	770.87				16,463.03
Due And Past Due	459	61,496.03	26,472.64	2,934.90				90,903.57
Total Regular Billing		73,645.98	30,014.85	3,705.77				107,366.60
Forbearance/Arrangement								
Billed	9		58.39					58.39
Due And Past Due	9	11,099.31	699.92					11,799.23
Total Forbearance/Arrangement		11,099.31	758.31					11,857.62
Third Party Collections								
Billed	505	7,541.37	4,672.98	18.00				12,232.35
Due And Past Due	505	1,069,604.19	258,562.55	24,689.88	12,918.	94		1,365,775.56

Credit Bureau:

Number Of Borrowers Reported 2045 Number Of Accounts Reported 2107

# **Part 4: CURRENT STATUS OF LOANS**

Perkins in school	555
Perkins in grace	272
Perkins in repayment	468
Perkins in collections	505
Perkins paid in full/closed	945

# ATTACHMENT B DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY CHECKING YES OR NO TO THE FOLLOWING QUESTIONS:

1.	Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the LA Legislature?							
	YESNO							
2.	Is the bidder a spouse of a legislator?  YESNO							
3.	. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership, or other legal entity?							
	YESNO							
4.	If the bidder is a corporation, is it a publicly traded corporation?							
	YESNO							

# ATTACHMENT C INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (Vendor/contractor and or Subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A- VI or higher and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the agreement or contract number.

- A. Worker's Compensation Statutory in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A. M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:
  - 1. Premises Operations
  - 2. Broad Form Contractual Liability
  - 3. Products and Completed Operations
  - 4. Use of Contractors and Subcontractors
  - 5. Personal Injury
  - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
  - 1. Owned automobiles
  - 2. Hired automobiles
  - 3. Non-owned automobiles

Note: If the Vendor/Contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specification.
- E. If at any time any of the policies shall become unsatisfactory to the University of New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the University of New Orleans, the other party shall obtain a new policy, submit the same to the University of New Orleans for approval and submit a certificate of insurance as required. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University of New Orleans may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the

other party concerning indemnification.

- F. All policies and certificates of insurance of the other party shall reflect the following:
  - 1. The other party's insurer will have no right of recovery or subrogation against the University of New Orleans, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
  - 2. The University of New Orleans shall be named as an "additional insured" as regards negligence by the Contractor. (ISO Form CG 20 10 11 85).
  - 3. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.
- G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the University of New Orleans, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University of New Orleans, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

- H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.
- I. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.
- J. All property losses shall be made payable to and adjusted with the University of New Orleans.
- K. Neither the acceptance of the completed work nor payment therefor shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.
- L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
- M. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the University of New Orleans, the University of New Orleans may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

# INDEMNIFICATION AGREEMENT

		agrees	to	protect,	defend	indemnify,	save
Contractor/Subcontracto and hold harmless the U		cers, age	nts, s	servants, a	and employe	ees, includi	ng
volunteers, from and ag	ainst any and all c	claims, de	mands	, expense a	and liabil:	ity arising	
out of injury or death	to any person or th	ne damage,	loss	or destruc	ction of a	ny property	
which may occur or in a	ny way grow out of	any act o	r omis	ssion of			
Contractor/Subcontracto	r/Lessee/Supplier	its age	nts,	servants,	and emplo	oyees, or a	any and
all costs, expense and/	or attorney fees in	ncurred by	Contra	actor/Subco	ontractor/1	Lessee/Suppl	<u>ie</u> r
as a result of any clai	m, demands, and/or	causes of	actio	on except o	of those c	laims,	
demands, and/or causes	of action arising o	out of the	negl	igence of t	the Univers	sity, its	
agents, representatives	, and/or employees.						
		igrees t	o i	nvestigate	e, handl	e, respon	d to,
Contractor/Subcontracto	r/Lessee/Supplier						
provide defense for and	defend any such cl	aims, dem	and, o	or suit at	its sole	expense and	
agrees to bear all othe	r costs and expense	es related	there	eto, even	if it (cla	ims, etc.) i	s
groundless, false or fr	audulent.						
Accepted by							
Accepted by Company	Name						
Si gnature							
Title							
	Date	e Accepted					
	Is Certifica	ate of Ins	urance	e Attached	? Y	es No	
Contract No.	for <u>Univ</u> e	ersity of	New O	rl eans			

PURPOSE OF CONTRACT: